

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BASF CORPORATION,

Plaintiff,

-against-

AAA BEST AUTO BODY &
REFINISHING, INC.,

Defendant.

DEFAULT JUDGMENT

21 Civ. 1260 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

The Court conducted a hearing today on Plaintiff BASF Corporation's application for a default judgment. Defendant AAA Best Auto Body & Refinishing, Inc. did not appear at today's hearing. The Court announced that it would issue an order of default and refer this matter for an inquest on damages. After further review of Plaintiff's papers, the Court concludes that no inquest as to damages is necessary, and that it is appropriate to enter a default judgment.

The procedural history of this matter is as follows:

- the Complaint was filed on February 11, 2021 (Dkt. No. 1);
- Plaintiff served Defendant on March 1, 2021 (see Mar. 12, 2021 Proof of Service (Dkt. No. 8));
- Defendant has not filed an answer, moved against the Complaint, or appeared in this action (see Certificate of Default (Dkt. No. 12));
- this Court ordered Defendant to show cause on May 13, 2021 why a default judgment should not be entered against it (Dkt. No. 17);
- Plaintiff served the Order to Show Cause on Defendant on April 15, 2021 (see Apr. 16, 2021 Proof of Service (Dkt. No. 18)); and
- Defendant filed no opposition to Plaintiff's motion for a default judgment and did not appear at the May 13, 2021 hearing.

The Court concludes that the parties' "Requirements Agreement" is an enforceable contract; that Plaintiff performed its obligations under that agreement; that Defendant breached its obligations under that agreement; and that Plaintiff suffered damages. (See Cmplt. (Dkt. No. 1); Cmplt., Ex. A (Dkt. No. 1-1) (the Requirements Agreement); Marino Decl. (Dkt. No. 15))

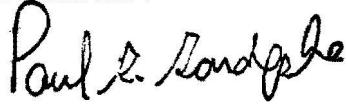
Accordingly, Plaintiff's motion for a default judgment is granted as follows: Plaintiff will have judgment against Defendant in the aggregate sum of \$876,894.85. This sum reflects the following amounts:

- a. \$124,249.40, which represents 110% of the Contract Fulfillment Consideration;
- b. \$747,100.45, which represents the remaining balance due on the Requirements Agreement; and
- c. \$5,545.00, which represents the agreed-upon value of certain equipment Plaintiff provided to Defendant.

The Clerk of Court is directed to close this case.

Dated: New York, New York
May 13, 2021

SO ORDERED.



Paul G. Gardephe
United States District Judge